

MEMORANDUM OF UNDERSTANDING

State of Montana

One-Stop Delivery System

I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING (MOU)

Pursuant to the requirements of the Workforce Investment Act of 1998 (WIA) Section 121(C) for the establishment of a One-Stop delivery system, this Memorandum of Understanding (MOU) is entered into by and between the Montana State Workforce Investment Board (SWIB), acting as the Local Workforce Investment Board (LWIB), the required Partner Agencies, Voluntary Partner Agencies, Tribal Government leaders, and the Governor of Montana as the Chief Local Elected Official.

The following are the required One-Stop Delivery System Partner Agencies / Organizations:

| PROGRAM / REVENUE SOURCE | AGENCY / ORGANIZATION |
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| WIA – Title IV Vocational Rehabilitation Senior Community Service Employment under Title V of the Older Americans Act Community Service Block Grant | Dept. of Public Health & Human Services Joan Miles, Director |
| Carl D. Perkins Postsecondary Vocational Education Activities | Commissioner of Higher Education Sheila Stearns, Commissioner |
| WIA Title II Adult Education and Family Literacy Act | Montana Office of Public Instruction Linda McCulloch, Superintendent |
| WIA – Title I Adult Youth Dislocated Worker Wagner-Peyser Unemployment Insurance Trade Adjustment Assistance Veterans Employment & Disabled Veterans Program Employment Statistics (LMI) Migrant Seasonal Farm Workers Programs | Montana Department of Labor & Industry Keith Kelly, Commissioner |
| Migrant & Seasonal Farmworker Programs National Farmworker Program | Rural Employment Opportunities (REO) Bruce Day |
| Indian & Native American Programs | Blackfeet Tribe – George G. Kipp IV, Blackfeet Manpower Program Director Crow Tribe – Rosella F. Stewart, Crow Nation WIA Director Chippewa Cree – Jonna Stiffarm, TERO/EEOC/WIA Director, Chippewa Cree Tribe Fort Belknap – Tescha Hawley, Employment & Training Director, Fort Belknap Community Fort Peck – Rodney Miller, Manager of Development, Assiniboine and Sioux Tribes |

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| | Northern Cheyenne – Isadore Whitewolf, WIA Director, Northern Cheyenne Salish & Kootenai – Teresa Wall-McDonald, DHRD & 477 Employment & Training Director, Confederated Salish & Kootenai Tribes MUIA – Pat Maki, MUIA Director |
| Job Corps | Trapper Creek Job Corps, Darby, MT – Linda Woods Anaconda Job Corp , Anaconda, MT – Ronald Haffey Kicking Horse Job Corp , Ronan, MT – Charles Camel |

The parties to this MOU shall constitute the Montana One-Stop Delivery System and shall participate in and contribute to the planning and operation of the One-Stop System.

II. DURATION OF THIS AGREEMENT

This Memorandum of Understanding will be in effect May 1, 2006, and it will remain in effect until June 30, 2007. All partners will review the MOU annually.

One or more partners may request, in writing, an amendment to this MOU by submitting their request to the Montana State Workforce Investment Board (SWIB), PO Box 1728, Helena, Montana 59624-1728. All partners to this agreement will be afforded a 60-day comment period on the proposed amendments. The proposed amendments and comments by the partners will be presented to the SWIB for approval. If a commenting partner disagrees with the SWIB action, this partner may pursue an Impasse Resolution as outlined in Section IX of this MOU.

III. PURPOSE

The purpose of this MOU is to establish cooperative and mutually beneficial relationships between the required partners and others whose participation has been determined to be vital to an effective One-Stop Delivery System.

To accomplish the Governor's workforce investment goals, the One-Stop Delivery System partners have adopted the following guiding principles:

- Informed Customer Choice will be provided. All services, policies and actions will be designed to include informed customer choice.
- Services will be comprehensive. All job seekers, workers, and business will be served comprehensively in a seamless system, which addresses their needs, coordinates service across programs, and minimizes duplication.
- Services will be integrated. All functions will be coordinated and integrated to the extent possible. This will be accomplished through partner agencies jointly serving common customers, supporting interagency in-service training to one another, and providing information and services that most directly meet the customer's needs.

The partners agree to ensure a copy of this MOU is provided to their designee(s) at the community level. The mandatory partner program designee will be encouraged to participate at least quarterly in meetings with community partners. If there is a Community Management Team (CMT) in the community, participation of the designee will be encourage since the CMT represents partners already coming together to coordinate and integrate services. Through this community participation, partners will work to develop a methodology for providing tangible services to all participants in the system, including the State's Section 166 grantees.

Partners will work toward standardized annual performance evaluation to the extent possible, based upon program guidelines and requirements.

Partners will research and work to develop an input tool (or locate an existing tool) for improved communications among MOU partners.

IV. ONE-STOP DELIVERY SYSTEM OVERVIEW

The One-Stop Delivery System in Montana is made up of mandatory partners identified in the Act plus additional partners who carry out programs that provide core, intensive, and training services to customers.

The One-Stop delivery system is intended to provide clients with "Core" services and access to other employment and training services funded under WIA and other Federal and State programs.

The Montana One-Stop delivery system partners collaborate to create a seamless system of service delivery that will enhance customer access to program services essential to gain long-term employment. Each of the One-Stop Partners is responsible to carry out their individual program requirements, and use the One-Stop delivery system to improve outcomes for their clients.

Job seekers, businesses, and other clients are provided access to services through a combination of strategies that includes co-location, contracts for service, direct delivery of services, and electronic linkages to the partner agencies. In addition to the client access points provided by the One-Stop Delivery System partners, a comprehensive One-Stop network supports the system. This network provides customer access to both on-site core services and electronic linkage to other programs and activities carried out by the One-Stop System Partners.

The Workforce Services Division, Montana Department of Labor & Industry, maintains and operates MontanaWorks, a statewide-integrated management information system. This system supports both self-service and staff-assisted services for job seekers and businesses. The system accommodates multiple entry points, multiple levels of security and the ability to transfer job seekers from self-service to staff-assisted services. Self-help features of the system are available to clients via internet access.

V. SERVICES OFFERED THROUGH THE ONE-STOP DELIVERY SYSTEM

Consistent with Federal Law, partner agencies agree to make available core, intensive and training services through the One-Stop Delivery System.

The majority of the Federal and State funded workforce development and training programs in Montana are administered through the One-Stop System, through designation by the Governor as grant recipient/sub recipient or through contracts with the State administering agencies.

Current One-Stop Delivery System partners have in place various arrangements for serving clients which include co-locating staff, staff outreach on an itinerant or appointment schedule, and making client referrals for services available in the One-Stop System. Each of these arrangements is intended to maximize the resources and services available to mutual clients.

Core services will be available by the provision of appropriate technology in the One-Stop System, by co-locating personnel whenever possible, cross training of front line staff within partner agencies, or through a cost reimbursement or other agreement between program operators in the One-Stop System.

VI. ONE-STOP DELIVERY SYSTEM REFERRAL ARRANGEMENT

Co-location is desired wherever feasible, through the use of technology and electronic linkages. An efficient customer service and referral system has been developed that supports customer choice and access to the programs and services of the One-Stop System partners.

The coordination of services established between partners in the One-Stop delivery system varies depending upon the customer service needs being addressed.

VII. ONE-STOP DELIVERY COSTS

Mandatory system partner programs and services will be co-located when possible, and are co-accessible through contract for service and/or through electronic linkages. This makes access to many "Core" services available anywhere and anytime. Intensive Services are accessible through the One-Stop System, whether co-located on-site or at partner agencies.

Each partner, through provision of direct service, cash contribution, contract for service, or provision of in-kind services is directly contributing to success of the system.

VIII. BREACH OF MOU

The One-Stop Delivery System partners agree that each shall fulfill its responsibilities under this MOU in accordance with the provisions of law and regulations that govern its activities. This MOU does not negate any operating procedures in effect.

If at any time a partner is unable to perform their functions under this MOU, such partner shall immediately provide written notice to the other partners describing its inability to fulfill the requirements. Failure to abide by this agreement is basis for termination by the other parties.

IX. IMPASSE RESOLUTION

The agencies agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. If an MOU impasse develops with a One-Stop Delivery System partner, which cannot be resolved between the State Workforce Investment Board and required partner(s), it will be forwarded to the Governor for resolution. If the impasse continues, the situation will be reported to the United States Secretary of Labor and to the head of any other Federal agency with responsibility for oversight of a partner's program.

X. MISCELLANEOUS PROVISIONS

A. Mutual Respect of Organizational Practices

All partners agree to respect each other's organizational practices and management structures in the provision of services under this agreement.

B. Indemnification and Liability

By executing this MOU, each entity agrees to work together to deliver One-Stop services for business, employees, and those seeking employment. However, the entities are not legally "partners" to the extent that the term encompasses joint and several liabilities. Each legal entity under this MOU is responsible for its own employees, representatives, agents, and subcontractors.

Grievances or complaints filed by businesses, employees, clients, or those seeking employment will need to follow the grievance and complaint procedures established by each individual partner agency for the programs they administer.

C. Assurances

1. All One-Stop Delivery System Partners agree to support the spirit and objectives of this MOU by:
 - a. Ensuring that the partner agency front-line staff is familiar with all programs and services available through the One-Stop Delivery System.
 - b. Communicating with front-line staff to ensure the objectives of the MOU and working arrangements of partner agencies are understood.
 - c. Participating, to the degree feasible, in an integrated Management Information system.
 - d. Meeting routinely to discuss and address the service delivery needs of One-Stop customers.

XI. EQUAL OPPORTUNITY AND NONDISCRIMINATION OBLIGATIONS

The partners acknowledge familiarity and will abide by all applicable Federal and State of Montana laws, rules, regulations, policies, procedures, and reporting requirements. This includes, but is not limited to, discrimination policies, compliance with the Americans with Disabilities Act, and maintenance of drug free workplaces. Reference is made, but not limited to, Sec. 181 – “Requirements and Restrictions,” and Sec. 188 – “Nondiscrimination,” of the WIA. Provided, nothing contained herein shall be construed to limit the Tribal program(s) from providing preference to American Indians, consistent with established law.

XII. OVERSIGHT

Oversight of this MOU will be the responsibility of the Montana State Workforce Investment Board.

XIII. SIGNATURES TO THE MEMORANDUM OF UNDERSTANDING:

Per signature, we agree to enforce the aspects of this MOU.

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| Dan Miles, Chair | (Date) |
| State Workforce Investment Board | |

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| Joan Miles, Director | (Date) |
| Department of Public Health & Human Services | |

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| Sheila Stearns, Commissioner | (Date) |
| Office of the Commissioner of Higher Ed | |

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| Linda McCulloch, Superintendent | (Date) |
| Office of the Superintendent of Public Instruction | |

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| Keith Kelly, Commissioner | (Date) |
| Department of Labor & Industry | |

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| Arlene Parisot, State Director | (Date) |
| Workforce Development & 2-Year Education | |

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| Bruce Day, Director | (Date) |
| Rural Employment Opportunities | |

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| Linda Woods, Director | (Date) |
| Trapper Creek Job Corps | |

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| Ronald Haffey, Director | (Date) |
| Anaconda Job Corps | |

**Charles Camel, Director
Kicking Horse Job Corps**

(Date)

**George Kipp, Director
Blackfeet Manpower Program**

(Date)

**Rosella F. Stewart, WIA Director
Crow Nation**

(Date)

**Jonna Stiffarm, TERO/EEOC/WIA Director
Chippewa Cree Tribe**

(Date)

**Tescha Hawley, 477 Employment & Training Director
Fort Belknap Community**

(Date)

**Rodney Miller, Manager of Development
Assiniboine & Sioux Tribes, Fort Peck Reservation**

(Date)

**Isadore Whitewolf, WIA Director
Northern Cheyenne Tribe**

(Date)

**Teresa Wall-McDonald, DHRD & 477 E&T Director
Confederated Salish & Kootenai Tribes**

(Date)

**Patricia Maki, Executive Director
Montana United Indian Association**

(Date)

TRIBAL COUNCIL PRESIDENTS/CHAIRS

**Patrick Thomas, Chairman
Blackfeet Tribal Business Council**

(Date)

**Carl Venne, Chairman
Crow Tribal Council**

(Date)

**John “Chance” Houle, Chairman
Chippewa Cree Business Committee**

(Date)

**Julia Doney, President
Fort Belknap Community Council**

(Date)

**John Morales, Chairman
Fort Peck Tribal Executive Board**

(Date)

**Eugene Little Coyote, President
Northern Cheyenne Tribal Council**

(Date)

**James Steele, Chairman
Salish & Kootenai Tribal Council**

(Date)

**Patricia Maki, Executive Director
Montana United Indian Association**

(Date)

XIV. GOVERNOR'S CERTIFICATION:

This Memorandum of Understanding is approved and was presented to me for my signature on the ____ day of _____, 2006.

Brian Schweitzer, Governor
State of Montana